COMMERCIAL TERMS

Terms of Trade & Conditions

Clear terms for the supply of industrial parts, procurement services and freight coordination by Zupply International Ltd.

Zupply International Ltd · Effective 28 July 2026

Important: These terms apply to all quotations, orders, supplies and services provided by Zupply International Ltd unless we agree otherwise in writing. They are written for commercial customers and should be read with the applicable quotation, order confirmation or invoice.

01

Definitions and application

Zupply, we, us means Zupply International Ltd. Customer, you means the person or entity purchasing goods or services from us. Goods includes industrial parts, equipment, consumables and related items. Services includes sourcing, procurement support, freight coordination and related work.

These Terms apply to every quotation, sale, supply and service arrangement between Zupply and the Customer. A Customer purchase order, supplier portal condition or other Customer document does not override these Terms unless Zupply expressly agrees in writing.

02

Quotations and orders

Quotations are invitations to treat, not an offer to supply. A quotation is valid for the period stated on it or, if no period is stated, for 14 calendar days. Pricing, availability, exchange rates, freight, duties, taxes and lead times may change before we accept an order.

An order is only accepted when Zupply confirms it in writing, issues an order confirmation, requests or accepts a deposit, or begins procuring specifically for the order. We may decline an order where stock, supplier approval, credit approval, export controls or other requirements are not met.

After acceptance, orders for non-stock, special-order, overseas-sourced, configured, cut-to-length, made-to-order or supplier-committed Goods cannot be cancelled or changed without Zupply's written agreement. The Customer remains liable for costs already committed, including supplier cancellation, restocking, freight, currency and administration costs.

03

Price, GST, currency and payment

Unless stated otherwise, all prices are in NZD, exclude GST and exclude freight, insurance, duties, customs charges and other third-party charges. GST and any applicable charges will be added to the invoice.

Quoted prices based on foreign currency, supplier estimates or freight estimates may be adjusted where the underlying supplier price, exchange rate, freight, duty, tax or third-party

charge changes before dispatch. We will advise of a material adjustment where reasonably practicable.

Payment terms are those shown on the quotation, order confirmation or invoice. If no terms are stated, payment is due NET 20 days from invoice date. We may require payment in advance, a deposit, pro-forma payment or acceptable credit arrangements before ordering, dispatching or releasing Goods.

If payment is overdue, Zupply may suspend further supply, withhold delivery, recover reasonable debt collection and legal costs, and apply payments against any outstanding amount at our discretion. A payment dispute does not entitle the Customer to withhold undisputed amounts.

04

Availability, substitutions and lead times

Availability and lead times are estimates only unless we expressly guarantee them in writing. Supplier stock, manufacturing schedules, transport capacity, customs clearance and events outside Zupply's control may affect supply.

Where an OEM item is discontinued, unavailable or subject to a supplier supersession, we may propose a genuine OEM replacement, equivalent, refurbished or surplus alternative. We will not substitute a materially different product without the Customer's approval, but the Customer is responsible for confirming suitability, compatibility and any site, regulatory or engineering requirements before installation or use.

05

Delivery, freight and risk

Delivery dates are estimates. Unless we agree otherwise in writing, delivery is to the address nominated by the Customer, or collection is from the location stated by Zupply. Freight may be arranged by Zupply as agent for the Customer, and carrier terms may also apply.

Risk in Goods passes to the Customer when Goods are delivered to the Customer, its nominated carrier, collection point or delivery address. The Customer must inspect Goods promptly and notify Zupply in writing of any visible shortage, transit damage or incorrect delivery within 5 working days of delivery, with supporting photographs and carrier details where relevant.

The Customer must provide safe, accessible and accurate delivery instructions. Additional delivery, storage, redelivery, waiting-time, tail-lift, remote-area or handling charges caused by incomplete or incorrect instructions may be charged to the Customer.

06

Title and security interest

Title in Goods remains with Zupply until all amounts owing to Zupply have been paid in full. Until title passes, the Customer holds the Goods as bailee for Zupply, must keep them identifiable and must not sell, pledge or otherwise deal with them except in the ordinary course of business.

The Customer grants Zupply a security interest in all Goods supplied and their proceeds to secure all money owing to Zupply. The Customer agrees that Zupply may register and maintain a financing statement on the Personal Property Securities Register and will provide information and execute documents reasonably required for that purpose. To the extent permitted by law, the Customer waives rights to receive verification statements and notices that may be waived under the Personal Property Securities Act 1999.

07

Product information, installation and returns

Part numbers, drawings, descriptions, photographs, technical data and compatibility information may be sourced from manufacturers, distributors or the Customer. They are provided as helpful information only and are not a warranty that a product is suitable for the Customer's particular application.

The Customer is responsible for checking specifications, fitment, certifications, operating conditions, installation and compliance before use. Installation must be completed by suitably qualified persons and in accordance with manufacturer instructions and applicable law.

Returns require Zupply's prior written approval and a return authorisation. Approved returns must be unused, undamaged, complete and in original packaging. Special-order, overseas-sourced, electrical/electronic, configured, cut, used, installed, clearance, surplus or non-returnable supplier items may not be returned. Any approved return may be subject to supplier acceptance, inspection, freight and restocking charges.

08

Warranties and liability

Manufacturer warranties, if any, are passed on to the Customer to the extent they are transferable. Zupply will reasonably assist with a valid warranty claim, but does not give any warranty beyond that required by law or expressly stated in writing.

To the maximum extent permitted by law, Zupply is not liable for any indirect, consequential, special or economic loss, including loss of production, downtime, loss of profit, loss of opportunity, recall, rework, replacement labour or third-party claims. Zupply's total liability arising from a claim is limited to, at Zupply's option, replacing the affected Goods, supplying equivalent Goods, repairing the affected Goods where practicable, or refunding the amount paid to Zupply for the affected Goods or Services.

Where, for a particular supply, the Goods or Services are supplied and acquired in trade, all parties are in trade, and it is fair and reasonable for the parties to be bound by this provision, the parties agree in writing to contract out of the Consumer Guarantees Act 1993 to the extent permitted by section 43 of that Act. Nothing in these Terms limits rights that cannot lawfully be excluded, including rights under the Fair Trading Act 1986.

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Credit, privacy and information

The Customer authorises Zupply to collect, use and disclose personal and commercial information reasonably required to assess credit, administer the account, recover debts, verify identity, prevent fraud, arrange freight, comply with law and manage the supply relationship.

Information may be shared with credit reporting agencies, debt recovery providers, insurers, financiers, carriers, suppliers and professional advisers where reasonably necessary and lawful. Zupply will handle personal information in accordance with the Privacy Act 2020. The Customer may request access to or correction of personal information by contacting sales@zupply.co.nz.

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Export controls, force majeure and compliance

The Customer must comply with applicable laws, export controls, sanctions, safety requirements and import requirements. Zupply may refuse or delay supply where doing so is reasonably necessary to comply with law, supplier restrictions or trade controls.

Zupply is not liable for delay or failure caused by events beyond its reasonable control, including supplier failure, manufacturer allocation, freight disruption, industrial action, natural events, war, sanctions, customs delays, government action, systems failure or shortage of materials. We will use reasonable efforts to communicate material disruptions

and may cancel the affected supply where performance is no longer commercially practicable.

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General

These Terms, together with the applicable quotation, order confirmation or invoice, form the entire agreement for the relevant supply. If there is an inconsistency, the specific written terms in Zupply's accepted quotation or order confirmation prevail to the extent of the inconsistency.

Zupply may update these Terms by publishing a new version on this website. The version in force when an order is accepted applies to that order unless we agree otherwise in writing. Any waiver must be in writing. If any provision is unenforceable, the remaining provisions remain effective.

These Terms are governed by New Zealand law. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand. A reference to writing includes email.

ACCEPTANCE

By placing an order, accepting a quotation, taking delivery, or instructing us to procure Goods or Services, you accept these Terms.

If you need a signed copy, a credit-account application or clarification before ordering, please contact us.

These Terms are designed for Zupply's usual B2B industrial-parts supply. Any special project, credit, warranty, export or delivery arrangement must be expressly agreed in writing.